



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 06, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 August 6, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

AMENDMENT 3 TO CONTRACT NO. 77218 FOR LANDSCAPE MAINTENANCE SERVICES IN THE WEST AREA OF LOS ANGELES COUNTY (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

This action is to amend the contract for Landscape Maintenance Services - West Area to include the Dunsmuir Sediment Placement Site.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the work continues to be categorically exempt from the provisions of the California Environmental Quality Act.
2. Find that these services continue to be more economically performed by an independent contractor than by County of Los Angeles employees.
3. Approve Amendment 3 to Contract No. 77218 with Stay-Green, Inc., for Landscape Services - West Area commencing on August 12, 2013, to increase the annual sum by \$10,175 for the current term from \$91,998 to \$102,173 and to increase the annual sum by \$24,420 for the subsequent optional contract terms, if exercised, from \$91,998 to \$116,418.
4. Authorize the Director of Public Works or her designee to annually increase the contract amount up to an additional 10 percent of the annual contract sum for unforeseen, additional work within the scope of the contract, if required.

5. Authorize the Director of Public Works or her designee to execute the amendment upon proper execution by the contractor and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to amend the existing contract to include landscape maintenance services at Dunsmuir Sediment Placement Site operated by the Los Angeles County Flood Control District. Following the 2009 Station Fire, almost 500,000 cubic yards of sediment was deposited in Dunsmuir Sediment Placement Site. As part of this operation, the engineered fill slopes were revegetated. The revegetation work, which includes hydroseeding; irrigation system installation; and selected tree, bush, and ground cover plantings have been completed. This amendment will result in ongoing maintenance of the revegetated fill slope areas.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1), Fiscal Sustainability (Goal 2), and Integrated Services Delivery (Goal 3). The contractor who has the specialized expertise to provide these services accurately, efficiently, timely, and in a responsive and cost-effective manner will support the Department of Public Works in meeting these goals.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This amendment will increase the contract sum by \$10,175 for the current term from \$91,998 to \$102,713, which includes \$9,325 to cover estimated debris disposal fees; and to increase the annual sum by \$24,420 for the subsequent optional contract terms, if exercised, from \$91,998 to \$116,418, which includes \$10,620 to cover estimated debris disposal fees.

Funding for these additional services is included in the Fiscal Year 2013-14 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget.

Funds for the contract's optional years and 10 percent additional funding for contingencies will be requested through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 12, 2010, the Board approved Contract No. 77218 with Wurzel Landscape, located in Studio City, California, for Landscape Maintenance Services - West Area authorizing annual contract expenditures of \$51,774 plus \$5,000 to cover estimated debris disposal fees with a potential maximum sum of \$283,870. The contract was for an initial one-year period with four 1-year renewal options for a maximum contract term of five years. The contract is currently in its third optional year. All terms, conditions, requirements, prices, and specifications of the contract will remain unchanged.

On January 10, 2012, pursuant to authority delegated to the Director of Public Works or her designee, Amendment 1 was executed, approving the merger of Wurzel Landscape, with Stay-Green, Inc., wherein Wurzel Landscape delegated its duties, obligations, rights, and liabilities under this contract to Stay Green, Inc.; and Stay-Green, Inc., accepted Wurzel Landscape duties, obligations, rights and liabilities, without limitation.

On November 7, 2012, Public Works enacted Amendment 2 to this contract, adding landscaping services for Tujunga Wash Greenway Phase II.

Amendment 3 (Enclosure) will continue the contract's current terms, specifications, and conditions. The Director or her designee will execute the amendment in accordance with the Board's authorization and only upon proper execution by the contractor and approval as to form by County Counsel.

The contractor has agreed to pay its full-time employees the current Living Wage Rate approved by the Board on February 6, 2007, and to comply with the County's Living Wage reporting requirements. The County's Proposition A and Living Wage Ordinance (LWO) provisions apply to the contract, as County employees can perform these contracted services. The contract complies with all of the requirements of the Los Angeles County Code, Section 2.201. The contractor will continue to pay its full time employees the required minimum rates of \$11.84 per hour without health benefits, or \$9.64 per hour with health benefits of \$2.20 per hour, as specified in the LWO adopted by the Board and will comply with the County's Living Wage reporting requirements.

Pursuant to the applicable memorandum of understanding, the appropriate union was notified on June 12, 2013, of this recommended action to amend the contract. The union has not asked to meet with Public Works regarding this amendment.

Using methodology approved by the Auditor-Controller, the Proposition A cost analysis indicates that the recommended contracted services can be performed more economically by the private sector.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the provisions of the California Environmental Quality Act (CEQA). These services are within a class of projects that have been determined not to have a significant effect on the environment in that they meet the criteria set forth in Section 15301(h) of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the amendment will continue the current contracted services.

CONCLUSION

Please return one adopted copy of this letter to the Department of Public Works, Administrative Services Division.

The Honorable Board of Supervisors

8/6/2013

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Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER

Director

GF:GZ:cg

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
Internal Services Department, Contracts Division
(w/o enc.)

AMENDMENT 3 TO CONTRACT NO. 77218

LANDSCAPE MAINTENANCE SERVICES – WEST AREA

THIS AMENDMENT, made and entered into as of this ____ day of _____, 2013, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY), and STAY-GREEN, INC., a California corporation (hereinafter referred to as CONTRACTOR).

WITNESSETH

WHEREAS, Contract No. 77218 was entered into between the COUNTY and Wurzel Landscape, on January 12, 2010, to provide landscape and grounds maintenance services for the designated sites of Calabasas Creek, Aliso Creek, East Canyon Channel, Chesebro Creek, Los Angeles River, and Santa Clarita Yard in the West County Area for a period of one year with four 1-year renewal options; and

WHEREAS, on January 10, 2012, Public Works enacted Amendment 1 to this Contract, approving the merger of Wurzel Landscape with Stay-Green, Inc., wherein Wurzel Landscape delegated its duties, obligations, rights, and liabilities under this Contract to Stay-Green, Inc.; and Stay-Green, Inc., accepted Wurzel Landscape duties, obligations, rights and liabilities, without limitation; and

WHEREAS, on November 7, 2012, Public Works enacted Amendment 2 to this Contract, adding landscaping services for Tujunga Wash Greenway Phase II to this contract for a monthly fee of \$2,652; and

WHEREAS, this Contract is currently in its third option year; and

WHEREAS, following the 2009 Station Fire, almost 500,000 cubic yards of sediment was deposited in Dunsmuir Sediment Placement Site, and the engineered fill slopes needed to be revegetated. Recently, the revegetation (hydroseeding); irrigation system installation; and selected tree, bush, and ground cover plantings were completed on the fill slopes, which now require regular maintenance.

WHEREAS, the CONTRACTOR is willing to perform landscape maintenance services in the extended service area of Dunsmuir Sediment Placement Site, under all terms set forth in this Contract, as amended, at the rates provided in the attached Form PW-2.3, Supplemental Schedule of Prices; and Form LW-8.3, Supplemental Cost Methodology.

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 76679 between them shall be amended as follows:

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FIRST: Exhibit A, Scope of Work, Section B, Work Location, on page A.3, has been amended adding the below section:

14. Dunsmuir Sediment Placement Site
 - a. Total Area: 37.5 Acres
 - b. Planting Area: 4.8 Acres

SECOND: In Exhibit A, Scope of Work, Section C, Work Description, on page A.12, has been amended adding the below subsection:

11. Maintenance of Dunsmuir Sediment Placement Site:

Contractor shall perform the following the following tasks:

- a. Remove weeds from the planted/seeded slopes monthly between February and July. Also, perform this task in September and December.
- b. Remove debris/tumbleweeds from the perimeter fence line of the property along Markridge Road and the road leading to Deukmejian Park (southern and eastern sides of property).
- c. Run a system test on the irrigation system each month (January through December) and make sure all areas are functioning.

THIRD: In Exhibit E, West Area Maps, Exhibit E.2, (Dunsmuir SPS-Phase 3) has been added to reflect the extended service area of Dunsmuir Sediment Placement Site. Exhibit E includes Title Sheet, Planting Plan Overall, Plant Legend, Schematics & Notes, Irrigation Plan Overall Irrigation Enlargement, Legend & Notes, and Planting & Irrigation Detail and List of Native Plants.

FOURTH: The total additional monthly cost for providing the extended service area of Dunsmuir Sediment Placement Site will be \$1,850 per month.

FIFTH: This AMENDMENT will increase the contract's annual sum by \$10,175 for the current term from \$91,998 to \$102,173, which includes \$9,325 to cover estimated debris disposal fees; and will increase the contract's annual sum by \$24,420, which includes \$10,620 to cover estimated debris disposal fees, for the subsequent optional contract terms, if exercised, from \$91,998 to \$116,418, or such greater amount as the Board may approve (Maximum Contract Sum).

SIXTH: Form PW-2.3, Supplemental Schedule of Prices; and Form LW-8.3, Supplemental Cost Methodology, are reflected in the attachments to this AMENDMENT and provide the rates for the extended service area of Dunsmuir Sediment Placement Site.

SEVENTH: This Amendment shall commence on August 12, 2013.

[illegible]

IN WITNESS WHEREOF, the COUNTY has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

STAY-GREEN, INC.

By _____
Its President

Type or Print Name

By _____
Its Secretary

Type or Print Name

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